10/16/89

INSTITUTE OF MANAGEMENT

1989

RUTGERS UNIVERSITY

**AGREEMENT** 

between the

# GREATER EGG HARBOR REGIONAL

BOARD OF EDUCATION

and the

# OAKCREST-ABSEGAMI SUPERVISORS' ASSOCIATION

July 1, 1989 - June 30, 1992

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## PREAMBLE

This Agreement entered into this 1st day of July, 1989, by and between the Board of Education of the Greater Egg Harbor Regional High School District, hereinafter called the "Board", and the Oakcrest-Absegami Department Supervisors' Association, hereinafter called the "Association".

#### ARTICLE 1

# RECOGNITION

- A. The Board hereby recognizes the Oakcrest-Absegami Supervisors' Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all Supervisors employed by the Board, except for Supervisors of Special Services whether under contract or on Board-approved leave.
- B. Unless otherwise indicated, the term "person" when used hereinafter in this Agreement shall refer to all Supervisors represented by this Agreement.

## ARTICLE 2

#### NEGOTIATING PROCEDURE

- A. On or before December 1, prior to the expiration of this Agreement, the Association shall meet with the Board in formal session to present all demands and to establish procedural ground rules for negotiations.
- B. Representatives of the Board and the Association shall begin negotiations prior to or during the second week of December.
- C. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association upon reasonable request all information which is in the public domain.

- D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any teacher benefit existing prior to its effective date.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.
- G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

# GRIEVANCE PROCEDURE

A. A grievance shall be defined as a misinterpretation, application or violation of policies, agreements and administrative decisions affecting the supervisors, except that the term "grievance" shall not apply to any matter for which a method of review is prescribed by law.

# B. Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

In the event that a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the school year could result in harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

# 3. Level One - Vice Principal

A Supervisor with a grievance shall first discuss it with his/her vice principal. If the person is not satisfied with the decision he/she may proceed to discuss the grievance with his/her principal.

# 4. Level Two - Principal

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with his/her principal.

# 5. Level Three - Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after presentation of the grievance at this step, he/she may file the grievance, within five (5) school days after receipt of the disposition of the grievance by the principal, with the Superintendent of Schools.

# 6. Level Four - Board of Education

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after presentation of the grievance at this step, he/she may file the grievance, within five (5) school days after receipt of the disposition of the grievance by the Superintendent, with the Superintendent for transmittal to the Board of Education.

# 7. Level Five - Decision of Board Final

The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the Supervisor and render a decision in writing within fifteen (15)

- school days after receipt of the grievance by the Superintendent for transmittal. In all cases the decision of the Board will be final.
- 8. If a grievance affects a group or class of Supervisors (two (2) or more) the individuals may submit such a grievance, in writing, to the Superintendent directly, and the processing of such a grievance shall commence at Level Three.

#### EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Laws, 1968, the Board hereby agrees that every employee of the Board shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School or other applicable laws and regulations.
- C. No employee shall be disciplined without just cause.
- D. The Association and its representatives shall have permission to use school buildings at all reasonable hours for meetings subject to the approval of the principal of that building. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Any use of a building by the Association for a meeting or activity after 6:00 p.m. on a weekday or on Saturdays, Sundays, or other days when school is closed shall require advanced written approval of the Principal of the building and the Superintendent.
- E. The Association shall have permission to use school equipment, subject to administrative approval and as long as such equipment remains in the same school building; including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes with the approval of the building principal.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of Supervisors, as noted in Article 1.A, and to no other organization.
- H. 1. The Administrators shall be encouraged to place in the employee's personnel file his outstanding achievements in the educational field.
  - 2. An employee will be permitted to read and initial any letter of a negative or disciplinary nature which may be used to evaluate him, prior to placing same in his personnel file. This signature in no way indicates agreement with the contents thereof. An employee may write a statement, not to exceed one type-written page, expressing his point of view in regards to the above negative or disciplinary action, provided this statement is written and filed with the Superintendent within twenty-five (25) school days after the employee was permitted to read and initial the original letter(s) of a negative or disciplinary nature.
  - The Board shall establish only one official personnel file for each employee.
- I. Whenever any employee is required to appear before the Superintendent or his designee (principal, vice principal, Assistant Superintendent), Board or any committee thereof, concerning any matter which could adversely affect the continuation of that employee in his office or position, then he shall be given prior written notice of the reasons for such meeting or interview and shall, at his request, be entitled to have a representative of the Association present. If the administrator, prior to the time of such meeting does not know the issue(s) is disciplinary in nature, then the above shall not apply.

# SALARIES

A. The salaries of all Supervisors covered by the Agreement are set forth in Appendix 1 which is attached hereto and made a part thereof.

B. Procedure for Withholding Employment or Adjustment Increments

The Board of Education believes that each employee whether or not tenured in this system will continually strive to improve his performance.

- Each Supervisor shall be apprised of the results of his evaluation by his immediate supervisor (vice principal and/or principal). In the event a deficiency(ies) is detected, specific recommendations to overcome same shall be made by the supervisor.
- Should there be a recommendation of the supervisor (vice principal and/or principal) that a salary increment be withheld, the building principal shall notify the employee and provide him with a reasonable opportunity (not to exceed ten (10) school days), to speak in his own behalf.
- 3. Should the building principal, following his hearing with the employee, concur in the decision to recommend withholding, he shall state his reason for so doing and forward same to the Superintendent for presentation to the Board.
- 4. The Board reserves the right to accept or reject any recommendation to withhold the salary increment.
- 5. Prior to voting on a recommendation to withhold a salary increment, the Board shall offer the employee the right to a judicial hearing before this Board. The employee also has the right under law to appeal a decision of the Board to the Commissioner of Education.
- C. For the purposes of calculating deductions for uncompensated leave days and for calculating proper payment in separation situations, a day's salary is defined as 1/200th of the annual salary for a ten-month employee and 1/220th for an eleven-month employee.

# ARTICLE 6

# TENURE

Supervisors, regardless of prior experience with the District, must have on file with the Superintendent's Office or be eligible for a New Jersey Supervisor's Certificate prior to being employed.

# EXTRA-DUTY CONTRACT

Supervisors may hold an Extra-Duty Contract within the District if the duty does not interfere with his/her duties as determined by the Superintendent of Schools.

#### ARTICLE 8

# BOARD RIGHTS

- A. Except as otherwise specified in this Agreement, the Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the operation and activities of the school district to the full extent authorized by law.
- B. It is understood that employees shall, during and not withstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievances and any effect thereof shall have been fully determined.
- C. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted by its law.

# ARTICLE 9

# LENGTH OF WORK YEAR

- A. Supervisors shall be required to work two (2) days, exclusive of weekends, immediately following the official closing of school for students and two (2) days, exclusive of weekends or holidays, preceding the official opening of school for students.
- B. In addition to the work year set forth in A. above, eleven (11) month supervisors shall work a maximum of ten (10) additional days.

- C. Eleven (11) month supervisors shall work twenty (20) days during the July-August period each year.
- D. Supervisors shall be expected to fulfill their regular responsibilities prior to concluding their work year.

# SCHOOL CALENDAR

The Superintendent of Schools shall draw up a School Calendar to recommend to the Board of Education and shall consult with the Association prior to such recommendations. The Superintendent may also consult with other individuals and organizations within the school system as he sees fit and individuals and organizations other than within the school community. The Board of Education reserves the unilateral right to establish the school calendar after recommendation from the Superintendent. Any changes necessitated after the school calendar is acted upon shall be discussed with the Association, but shall not be subject to the Grievance Procedure.

# ARTICLE 11

# WORK DAY AND SUPERVISORY RELEASED TIMES

A. Supervisors, except for those listed in C. below, shall be released from teaching duties according to the following formula:

NUMBER OF TE	ACHERS SUPERVISED	NUMBER	OF RELEASED PERIODS
Between	1 and 4		1
Between	4.1 and 8		2
Between	8.1 and 12		3
Between	12.1 and up		4

B. If a supervisor supervises twenty (20) or more teachers, he/she shall be given release time of four (4) periods in one semester and five (5) periods in the other semester.

- C. A cutoff point in A. above may be exceeded by 1/5th of a teacher supervised. In this situation, in lieu of increasing the release periods of the supervisor, the Board shall pay the supervisor \$600. If the 1/5th teacher assignment is for less than a full year, the \$600 payment shall be prorated. This payment shall be made in two (2) installments.
- D. 1. The normal workday shall average seven (7) hours, twenty-five (25) minutes on an average of continuous time. Such time shall be scheduled by the Board of Education.
  - Supervisors of Athletics' work day: On days when there are no home contests--10:20 a.m. to 5:45 p.m.; on days when there are no practices and/or games--Supervisor choice of 10:20 a.m. to 5:45 p.m. or the normal Supervisor work day.
- E. In addition to the times set in D. above, if the Principal determines that a meeting with supervisors is necessary, he/she may schedule up to one (1) per week of sixty (60) minutes duration.
- F. Supervisors shall attend: Back-to-School Night; one night activity chosen by the Principal (either Awards Night or Graduation); and one night activity selected by the Supervisor (either Freshman Orientation or the night activity not selected by the Principal).
- G. The Supervisors of Athletics shall not be assigned teaching responsibilities.
- H. Supervisors of Athletics must attend the Christmas tournament in two of every three years. Choice of the years shall be by mutual agreement between the Supervisor and the Principal.

# HEALTH INSURANCE

- A. There shall be a \$3.00 co-pay prescription drug plan for an employee and his/her dependents.
- B. 1. Each employee eligible and choosing will receive 100% Blue Cross/Blue Shield, Major Medical Rider J, family rate where applicable. The Board shall provide such coverage consistent with the "PACE" program. Major Medical coverage shall be provided by Blue Cross/Blue Shield of New Jersey. The District shall pay the full

- cost of any increases required to maintain full coverage during tenure of this Agreement.
- 2. Effective on the first of the month which is the last fifteen (15) days after mutual ratification of the Memorandum of Agreement, the plan in 1. above shall include the Mandatory Second Surgical opinion option and the Pre-Admission Review Option.
- 3. Each employee eligible and choosing shall be entitled to select a HMO for insurance under 1. and 2. above in accordance with rules promulgated by the Administration.
- C. Employees retiring from the District under the Teacher's Pension and Annuity Fund shall be eligible to enroll for any or all of the coverage provided under A. or B., in the District Sub-Group Retirees Plan. Enrollment in this plan shall be the responsibility of the retiree. Payment of the cost of coverages selected shall be the responsibility of the retiree and shall be remitted directly to Blue Cross and Blue Shield of New Jersey.
- D. 1. Effective September 1, 1989, the Board shall contribute \$170 for the period from September 1, 1989, through June 30, 1990, for a dental insurance plan providing one party coverage.
  - 2. Effective July 1, 1990, the annual Board contribution for an employee for dental insurance shall be \$340 providing employee and spouse coverage.
  - 3. Effective July 1, 1991, the annual Board contribution for an employee for dental insurance shall be \$465 providing family coverage.

# PAY PROCEDURES

- A. There will be a bi-weekly pay plan.
- B. Each employee may individually elect to have ten (10) percent of his monthly salary deducted from his pay.
- C. When a payday falls on or during a school holiday or weekend, employees shall receive their paychecks on the last previous work day.

#### EVALUATION

- A. The procedures set forth in Board policies relating to evaluation of teaching staff members shall be the procedure used in evaluating all Supervisors.
- B. All monitoring or observation of the work performance of a Supervisor shall be conducted openly and with full knowledge of the Supervisor.

#### ARTICLE 15

# LEAVES OF ABSENCE

Supervisors shall be entitled to the following temporary, nonaccumulative leaves of absence with full pay each school year:

# A. PERSONAL LEAVES

- Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours.
  - a. Application to the Supervisor's immediate supervisor for personal leave shall be made at least five (5) school days before taking such leave (except in the case of emergency where direct notification to the administration is acceptable). The applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this section.
  - b. Approval for personal leave will not be granted on the days preceding or following a vacation period, except with the approval of the Superintendent.
  - c. Any personal leave which is not taken by the employee, shall be added as an additional accumulative sick leave day in the next school year.

## B. DEATH IN THE IMMEDIATE FAMILY

With approval of the Superintendent, an employee may be granted days of absence, without loss of salary due to death in the staff member's immediate family. The number of days absence granted shall be determined by individual circumstances, and shall not be deductible from the two (2) days of personal leave as defined above in Section A. "Immediate Family" shall be defined as the employee's:

- 1. Husband or Wife
- Children
- 3. Father and Mother
- 4. Brother or Sister
- 5. Father and Mother-in-Law
- 6. Grandparents

#### C. CHILD-REARING LEAVES

- 1. Pregnant Supervisors who are medically disabled are entitled to sick leave utilization in accordance with N.J.S.A. 18A:30-1 et seq.
- A Supervisor with a child less than three (3) months old may apply for and will be granted child-rearing leave of absence without pay provided application is made at least sixty (60) days prior to commencement of such leave.
- 3. A Supervisor who is granted child-rearing leave shall return to work at the start of the second semester or at the start of an academic year, provided written notice of such intent is given to the Board at least sixty (60) days prior to the beginning of the second semester, or by April 1 of the prior school year if return is to commence at the beginning of the subsequent school year.
- 4. Salary shall not be paid to the employee during childrearing leave.
- 5. Child-rearing leave time shall not be considered as experience time for salary purposes and the employee shall return to the district's employ on the salary guide in effect at the time of return with Supervisors having the same number of years of experience and training.
- 6. One-half year or more of experience gained prior to or upon return from child-rearing leave during an academic year shall be considered as one full year of experience for purposes of salary guide placement for the subsequent academic year.

- 7. The employees on child-rearing leave shall pay his/her share of fringe benefits. This share shall be reimbursed to the employee upon return to full-time employment.
- 8. Child-rearing leave shall not exceed eighteen (18) calendar months, without the approval of the Board.
- 9. A nontenured Supervisor shall be granted child-rearing leave in accordance with the above except that such leave shall be granted only to the end of the current work year in which the leave commences.
- 10. Any Supervisor granted a child-rearing leave, upon return, will be afforded a teaching position equal to the one vacated at the time of the child-rearing leave.

#### D. ADOPTION LEAVES

The Board shall grant adoption leave without pay to any Supervisor upon request, subject to the following stipulations and limitations:

- Any Supervisor adopting an infant child shall receive leave similar to child-rearing leave which shall commence upon received de facto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption.
- Salary shall not be paid to the employee during the term of leave.
- 3. a. Adoption leave shall not be considered as experience time for salary schedule purposes and the employee shall return to the district's employ on the salary guide in effect at the time of return with Supervisors having the same number of years experience and training.
  - b. One-half year or more of experience gained prior to the leave shall be considered as one full year of experience for purpose of salary.
- 4. The employee on adoption leave shall pay their share of fringe benefits. This share will be reimbursed to the employee upon return to full-time employment.
- 5. No Supervisor shall be prevented from returning to work after adoption solely on the grounds that there has not been a time lapse between adoption and the desired date of return provided the Superintendent has been notified in writing sixty (60) days in advance of return date.

6. Adoption leave shall not exceed twenty-four (24) calendar months, without the approval of the Board.

# E. EXTENDED SICK LEAVES

When an employee is ill or disabled for a greater number of days than the total number of sick days that he has accumulated, the Board of Education may pay such person each day's salary less the pay of a substitute, if a substitute is employed, or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200 of the annual salary.

- F. Absence resulting from required medical attention, available only during working hours, shall be covered by sick leave.
- G. Other leaves of absences without pay may be granted by the Board for good reason.
- H. All requests and extensions of leaves shall be applied for in writing and granted in writing.
- I. Guidance Supervisors who receive vacation may schedule said vacation for up to three (3) consecutive weeks in the period from July 1 through the first Friday in August. Scheduling of vacation at other times during the year shall require the Superintendent's prior approval.

# ARTICLE 16

# PROMOTIONS AND/OR JOB VACANCIES

- A. Whenever a supervisory vacancy is created during the calendar year, the following procedure must be followed:
  - A job notice describing requirements, type of position, (job description), rate of pay, terms of payment, must be posted on the teacher's bulletin boards in main office and in the faculty lounge. a copy of the posted job notice will be sent to the president of O.A.S.A. and/or his designee at the time of the job notice posting.
  - 2. All notices of promotions and/or job vacancies will remain posted for no less than six (6) days.
  - Applications for positions and/or vacancies shall be made in writing.

- 4. All appointments are subject to final approval by the Superintendent of Schools and the Board of Education. Decisions of the Board are final provided the terms of Article 16 are met.
- 5. All of the provisions of this Article shall apply to Supervisors holding positions in summer school.
- 6. It is understood that the Board has the prerogative(s) to make temporary appointments to existing positions until permanent appointments are made. If a salary or stipend for such position is specified in this Agreement, then it must be pro rata.

#### VOLUNTARY TRANSFERS & REASSIGNMENTS

- A. No later than May I of each school year the Superintendent shall deliver to the Association a list of the known vacancies which shall occur during the following school year.
- B. Supervisors who desire a change in supervisory area may file a written statement of such desire with the Superintendent not later than April 25. Such statement shall include the subject area to which the employee desires to be assigned, in order of preference. A new request must be submitted in writing each school year if the request is not granted on the initial application.

# ARTICLE 18

# COST OF PRINTING

Copies of this Agreement shall be printed at the expense of the Board. The Agreement shall be presented to all Supervisors now employed, hereafter employed, or considered for employment by the Board.

# VANDALISM TO AUTOMOBILES

- A. The Board will establish a fund of three hundred dollars (\$300.00) for each of the school years covered by this contract to pay for valid claims of employee for damage to a vehicle of the employee due to vandalism while parked at the school during the time the employee is on school business and/or attending a school-sponsored or school-related function or activity held at the school or at another location such as field trips, extra-curricular activity, etc. Upon presentation of a claim and appropriate validation of such claim by an employee to the Board of Education, the Board will reimburse to the employee the deductible amount paid by the employee under comprehensive insurance coverage to a maximum of seventy-five dollars (\$75.00) per event.
- B. The Board will not be liable for such payment if the employee's vehicle is on school property for a reason that is not related to the supervisor's job.

# ARTICLE 20

# ACCUMULATED SICK LEAVE PAYMENT

The parties agree that there shall be payment for accumulated sick leave upon retirement under the following provisions:

- A. "Retirement" is defined as applying to, qualifying for and receiving payment under T.P.A.F.
- B. Sick leave days credited to an employee upon initial hire and earned in other school districts shall be deducted from the total accumulated sick leave days available for payment.
- C. In order to be eligible for said payment, the employee must advise the Business Administrator in writing of his/her intention to retire at least six (6) months prior to said retirement. In the case of June 30 retirements, this written notice shall be given in advance of the January 1 prior to the retirement date. An employee who fails to give the required notice of intention to retire, shall receive said payment on the July 1st of the year following the retirement.

D. Payment shall be at the following rates:

No. of Days Accumulated At Retirement	Effective July 1, 1989	Effective July 1, 1990	Effective July 1, 1991
1-100	\$35.00	\$ 35.00	\$ 35.00
101-200	45.00	45.00	45.00
201 +	50.00	55.00	55.00

#### ARTICLE 21

# SUPERVISION OF ACTIVITIES

A. Supervisors who oversee activity advisors are responsible to ensure the operation of said activities in conformance with the policies and regulations set forth in <a href="The Activities">The Activities</a>
<a href="Advisors">Advisors</a>, <a href="Handbook">Handbook</a>.

Included under these duties are:

- the responsibility to meet with advisors as needed to assist the successful development and operation of the activity;
- 2. the responsibility to approve and monitor all related fund-raising activities and expenditures;
- to review eligibility lists submitted by advisors;
- to attempt to recruit advisors.
- B. Supervisor oversight shall take place during the contractual work day and Supervisors are not expected to return to school outside of the contractual work day except as noted in C.3. and 4. below.
- C. 1. There shall be a two (2) advisor oversight limit per Supervisor except as noted in C.1., 3. and 4. below. The following activities are excluded from supervisor oversight: Class advisors, yearbook and student council. Each coach in an intramural season (Fall, Winter, Spring) equals one-third (1/3) of an advisor. One (1) evaluation must be prepared for each coach. If a coach serves in more than one season, one (1) cumulative evaluation must be done.
  - 2. A Supervisor may be assigned one (1) additional activity oversight beyond the two (2) specified in C.1. above for each teaching period per day not assigned which could

have been assigned under Article 11, A. For example, under Article 11, A. a supervisor is permitted to be assigned to four (4) classes per day but is only assigned to three (3) per day. This amounts to five (5) underassigned periods per week. This supervisor can be assigned to oversee five (5) additional advisors.

- 3. Notwithstanding the limitations under C.l. above, the Supervisor of Athletics may be assigned to oversee eight (8) activities beyond the oversight of all athletic activities in the school. The Supervisor of Athletics shall attend the GAA Dinner, all home athletic contests, the Christmas/holiday tournament(s) (except as modified by Article 11, H.) and away games/contests where Supervisor attendance is deemed appropriate by the Principal after consultation with the Supervisor of Athletics.
- 4. The Supervisors of Reading and Performing Arts shall provide oversight for the Band, the Band Front, Drama, the Media Club and Vocal Music. The Supervisors of Reading and Performing Arts shall attend one (1) performance of each Drama Club production and shall attend one (1) night for each scheduled Choral and Band Concert. During his/her attendance at Drama Club productions, Choral and Band Concerts, a Supervisor of Reading and Performing Arts shall not be in charge of the building. These supervisors are excluded from the provisions of C.1. and 2. above.
- 5. There shall be a limit of one (1) evaluation for each advisor and assistant advisor per year. The Board shall consult with the Association concerning the format of the evaluation.

# ARTICLE 22

# MAINTENANCE OF MEMBERSHIP

- A. All employees who are members of the Association on the date of this Agreement shall maintain membership during the term of the Agreement.
- B. Employees who wish to withdraw from membership may do so only during the last thirty (30) days of the term of this Agreement.
- C. The Association agrees to save the Board harmless and defend the Board against any legal challenge to this provision.

## DURATION

- A. This Agreement shall be effective as of July 1, 1989, and continue in effect until June 30, 1992.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless an extension is agreed to by both parties and expressed in writing prior to such date.
- C. IN WITNESS THEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

GREATER EGG HARBOR REGIONAL BOARD OF EDUCATION: ....

OAKCREST-ABSEGAMI SUPERVISORS ASSOCIATION:

President

Secretary

and

President

Daniel

## APPENDIX 1

# SUPERVISORS' SALARIES

# 1989-1992

A. Base salary each year pursuant to the guide for that year negotiated between the Board and the Oakcrest-Absegami Teachers' Association.

B. Flat Supervisory Stipend

Each supervisor shall receive a flat dollar stipend for each of the three (3) years of the contract. Those stipends are:

1989-1990	\$4,775
1990-1991	5,185
1991~1992	5,635

- C. Supervisors of Athletics
  - These employees shall receive the stipend in B. above plus \$1,600 each year.
  - 2. These employees shall be scheduled to work ten (10) days beyond the work year set in Article 9.
- D. Extra-Duty Contracts

The Board agrees to consult with the Association regarding proposed extra-curricular and athletic salary guides negotiated with the O.A.T.A prior to their adoption.

- E. When the Superintendent requests ten month supervisor presence between the end of the work year and the beginning of the next work year (as defined by Article 9, A.), the supervisor shall receive \$15 per hour in 1989-1990; \$16 per hour in 1990-1991; and \$17 per hour in 1991-1992. Minimum work time on such a day shall be three (3) hours.
- F. When a unit member fills one of the following positions, he/she shall be compensated each year at the applicable rate:

Adult School Supervisor	\$ 2900	\$ 3200	\$ 3500
Summer School Supervisor	2700	3000	3300

1989-1990 1990-1991 1991-1992

# SIDEBAR

The Board agrees to negotiate any negotiable terms and conditions changes which may occur as a result of proposed policy changes on evaluation procedures.

# SIDEBAR

Supervisors who perform activity oversight functions within the terms of Article 21 are hereby held financially safe and harmless with respect to fund raising and expenditures unless the Supervisor's direct action(s) causes a financial loss.